

**IN THE
COMMONWEALTH OF VIRGINIA
REAL ESTATE BOARD**

Re: Renee Baker Crandle
Virginia Beach, VA 23467

File Number 2004-05053
License Number 0225043148

FINAL OPINION AND ORDER

On March 9, 2005, the Summary of the Informal Fact-Finding Conference ("the Summary") and notification of the Real Estate Board ("the Board") May 19, 2005 meeting was mailed, via certified mail, to Renee Baker Crandle ("Crandle") at the address of record. The certified mail was received.

On May 19, 2005, the Board met and reviewed the record, which consisted of the investigative file, the transcript, and exhibits from the Informal Fact-Finding Conference ("IFF"), and the Summary. Crandle did not appear at the Board meeting in person, or by counsel, or by any other qualified representative.

The Board adopts the Report of Findings, which contains the facts regarding the regulatory and/or statutory issues in this matter, and adopts the Summary. The Report of Findings and Summary are incorporated as part of this Order.

The Board finds clear and convincing evidence that Crandle violated the following section of its Regulations:

(Effective April 1, 2003)
Count 1: 18 VAC 135-20-260.10
Count 2: 18 VAC 135-20-310.2

The Board imposes the following monetary penalties:

Count 1:	18 VAC 135-20-260.10	\$ 500.00

	TOTAL	\$ 500.00

As to 18 VAC 135-20-310.2 (Count 2), the Board voted to impose no additional monetary penalty in light of the findings of Count 1.

THE TOTAL MONETARY PENALTY ASSESSED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THIS FINAL ORDER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF THIS FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF YOUR LICENSE (LICENSE NO. 0225043148) UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

AS PROVIDED BY RULE 2A:2 OF THE SUPREME COURT OF VIRGINIA, YOU HAVE THIRTY (30) DAYS FROM THE DATE OF SERVICE (I.E. THE DATE YOU ACTUALLY RECEIVED THIS DECISION OR THE DATE THE DECISION WAS MAILED TO YOU, WHICHEVER OCCURRED FIRST) WITHIN WHICH TO APPEAL THIS DECISION BY FILING A NOTICE OF APPEAL, SIGNED BY EITHER YOU OR YOUR COUNSEL, WITH LOUISE FONTAINE WARE, SECRETARY OF THE REAL ESTATE BOARD. IN THE EVENT THAT THE DECISION WAS SERVED ON YOU BY MAIL, THREE (3) DAYS SHALL BE ADDED TO THE THIRTY (30) DAY PERIOD.

IF A PETITION FOR APPEAL IS FILED WITH THE CLERK OF THE CIRCUIT COURT, AS PROVIDED BY RULE 2A:4 OF THE SUPREME COURT OF VIRGINIA, THEN THE AUTOMATIC SUSPENSION OF YOUR LICENSE FOR FAILURE TO PAY THE TOTAL ASSESSED MONETARY PENALTY WILL BE STAYED PROVIDED THE FOLLOWING INFORMATION IS RECEIVED BY LOUISE FONTAINE WARE, SECRETARY OF THE REAL ESTATE BOARD:

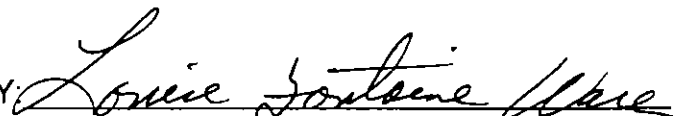
1. A SIGNED COPY OF THE NOTICE OF APPEAL; AND
2. A COPY OF THE SURETY AGREEMENT OR A COPY OF THE RECEIPT FROM THE CLERK OF THE CIRCUIT COURT WHERE THE APPEAL HAS BEEN FILED INDICATING THAT A BOND HAS BEEN POSTED OR CASH PAID INTO THE COURT IN THE AMOUNT OF THE TOTAL MONETARY PENALTY ASSESSED IN THE FINAL ORDER.

SO ORDERED:

Entered this 19th day of May, 2005.

Real Estate Board

BY:


Louise Fontaine Ware, Secretary

**IN THE
COMMONWEALTH OF VIRGINIA
REAL ESTATE BOARD**

Re: Renee Baker Crandle

File Number: 2004-05053
License Number: 0225043148

SUMMARY OF THE INFORMAL FACT-FINDING CONFERENCE

On January 25, 2005, the Notice of Informal Fact-Finding Conference ("Notice") was mailed, via certified mail, to Renee Baker Crandle to the address of record. The Notice included the Report of Findings, which contained the facts regarding the regulatory and/or statutory issues in this matter. The certified mail was signed for and received.

On February 25, 2005, an Informal Fact-Finding Conference ("IFF") was convened at the Department of Professional and Occupational Regulation.

The following individuals participated at the IFF: Renee Crandle, Respondent; Janice Fuller, Complainant; Sutalia Townsend, Witness; Gene Crandle, Witness; Amy Chappell, Staff Member; and R. Schaefer Oglesby, Presiding Board Member.

RECOMMENDATION

Based upon the evidence and the IFF, the following is recommended regarding the Counts as outlined in the Report of Findings:

Count 1: Board Regulation (Effective April 1, 2003)

Crandle's actions of preparing a contract wherein Classic Touch is listed as the seller and "contract owner" when, in fact, Classic Touch was not the contract owner is a failure to safeguard the interests of the public, in violation of Board Regulation 18 VAC 135-20-260.10. Crandle is the secretary/treasurer of Classic Touch, a construction company for which her husband is the President. In April 2004, Crandle, as agent for Classic Touch, offered to purchase property from Mr. Copeland. While Crandle maintains that they had a verbal agreement, there was never a purchase contract between Copeland and Classic Touch. On April 12, 2004, Crandle, as agent for Classic Touch, prepared a purchase contract with Fuller for Copeland's property. In the purchase contract with Fuller, Crandle listed the seller, Classic Touch, as "contract owner" when, in fact, there was no contract with Classic Touch and Copeland. Crandle told the Board's

Investigator that she learned on April 28, 2004, that Copeland changed his mind regarding selling the property to Classic Touch.

During the IFF, Crandle admitted she did wrong by not getting the contract between Copeland and Classic Touch in writing, and Crandle is correct. However, it is apparent from her demeanor during the IFF that she is truly remorseful. An oral contract to purchase real estate is not enforceable and is nearly meaningless. An oral contract, if it existed at all, gave Classic Touch/Crandle no rights which could be conveyed to Fuller. In short, Crandle wrote a contract to sell property to which she knew Classic Touch had no legal right. It is clear from her testimony during the IFF that Ms. Fuller relied to her detriment (time, money, and effort) on Crandle's representations, which were groundless. The public interest requires that citizens be able to rely on representations made by licensees. Fuller stated that her intent was to have Mr. Crandle build a house for her and she was relying on the Crandles' knowledge of real estate and construction to complete the job. She had no knowledge of the technicalities involved concerning Corps of Engineers approval, or City of Chesapeake approval or requirements. Fuller believed that Crandle was, in fact, the owner of the property and had the knowledge and ability to deliver the lot and complete the transaction. Therefore, I recommend a monetary penalty of \$500.00 be imposed.

Count 2: Board Regulation (Effective April 1, 2003)

Crandle's failure to inform Fuller in writing that there was a material change to their transaction is a violation of Board Regulation 18 VAC 135-20-310.2. However, in light of the findings in Count 1, I recommend no additional monetary penalty for Count 2.

By:


R. Schaefer Oglesby
Presiding Board Member

REAL ESTATE BOARD

Date: 02/28/05

MONETARY PENALTY TERMS

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF THE LICENSE, CERTIFICATE, OR REGISTRATION UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

VIRGINIA DEPARTMENT OF PROFESSIONAL
AND OCCUPATIONAL REGULATION
COMPLIANCE & INVESTIGATIONS DIVISION
3600 WEST BROAD STREET
RICHMOND, VIRGINIA 23230-4917

REPORT OF FINDINGS

BOARD: Real Estate Board
DATE: September 15, 2004

FILE NUMBER: 2004-05053
RESPONDENT: Renee Baker Crandle
LICENSE NUMBER: 0225043148
EXPIRATION: August 31, 2004

SUBMITTED BY: Valerie J. Matney
APPROVED BY: David C. Dörner

COMMENTS:

The complaint regarding the return of the earnest money deposit is not addressed in this matter since it is held by the seller, not the real estate licensee.

Renee Baker Crandle ("R. Crandle") was at all times material to this matter a licensed Principal Broker in Virginia (No. 0225043148).

Based on the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or Board's regulation(s):

BACKGROUND:

On June 15, 2004, the Compliance & Investigations Division of the Department of Professional and Occupational Regulation received a written complaint from Janice L. Fuller ("Fuller") regarding Renee Baker Crandle ("R. Crandle"). (Exh. C-1)

On or about April 12, 2004, Fuller, as purchaser, and Classic Touch Unlimited, Inc. ("Classic Touch"), as seller, entered into an Unimproved Lot Purchase Agreement ("Purchase Agreement") for property known as 5100 James Street, Chesapeake, Virginia, through Long & Foster Realtors ("Long & Foster"), by Sitalia Townsend ("Townsend"), as Buyer's Agent, and by R. Crandle, as Seller's Agent. Fuller deposited \$2,500.00 with Classic Touch as a deposit. (Exh. C- 1, R-1 and R-2)

1. Board Regulation (Effective April 1, 2003)

18 VAC 135-20-260. Unworthiness and incompetence.

Actions constituting unworthy and incompetent conduct include:

10. Failing to act as a real estate broker or salesperson in such a manner as to safeguard the interests of the public

FACTS:

R. Crandle's husband, Gene Crandle ("G. Crandle"), is the President of Classic Touch. R. Crandle is the Secretary/Treasurer of Classic Touch. (Exh. I-2)

Classic Touch was listed as "Contract Owner" on the Purchase Agreement with Fuller. (Exh. R-1)

Melvin Copeland, Sr. and Audrey Copeland (collectively "Copeland") are the record owners of the subject property. (Exh. I-3 and I-4)

On or about April 2004, Copeland negotiated with R. Crandle for the purchase of Lot 81 by Classic Touch. Copeland had a verbal agreement with R. Crandle for Classic Touch to purchase the subject property for \$25,000.00 with an earnest money deposit of \$1,000.00. However, the offer presented by R. Crandle and G. Crandle on behalf of Classic Touch was for \$24,000.00 with an earnest money deposit of \$300.00. Copeland told R. Crandle and G. Crandle that he did not agree to the modified terms and that he no longer wanted to sell the subject property to Classic Touch. (Exh. I-5)

R. Crandle told Investigator Valerie J. Matney, the Board's agent that Copeland changed his mind on or about April 28, 2004, since there was an issue with title marketability because the subject property was acquired through escheatment. (Exh. C-2 and I-6)

On or about April 28, 2004, R. Crandle failed to inform Fuller that a written contract with Copeland did not exist.

2. Board Regulation (Effective April 1, 2003)

18 VAC 135-20-310. Delivery of instruments.

Actions constituting improper delivery of instruments include:

2. Failing to provide in a timely manner to all principals to the transaction written notice of any material changes to the transaction

FACTS:

G. Crandle is the President of Classic Touch. R. Crandle is the Secretary/Treasurer of Classic Touch. (Exh. I-2)

Classic Touch was listed as "Contract Owner" on the Purchase Agreement with Fuller. (Exh. R-1)

Melvin Copeland, Sr. and Audrey Copeland (collectively "Copeland") are the record owners of the subject property. (Exh. I-3 and I-4)

On or about April 2004, Copeland negotiated with R. Crandle for the purchase of Lot 81 by Classic Touch. Copeland had a verbal agreement with R. Crandle for Classic Touch to purchase the subject property for \$25,000.00 with an earnest money deposit of \$1,000.00. However, the offer presented by R. Crandle and G. Crandle on behalf of Classic Touch was for \$24,000.00 with an earnest money deposit of \$300.00. Copeland told R. Crandle and G. Crandle that he did not agree to the modified terms and that he no longer wanted to sell the subject property to Classic Touch. (Exh. I-5)

R. Crandle told the Board's agent that Copeland changed his mind on or about April 28, 2004, since there was an issue with title marketability because the subject property was acquired through escheatment. (Exh. C-2 and I-6)

On or about April 28, 2004, R. Crandle failed to inform Fuller in writing that a written contract with Copeland did not exist. Fuller did not execute the Release Agreement until June 2, 2004. (Exh. C-3)